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IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 LUBBOCK DIVISION

In re: Ruben Varela Mata	xxx-xx-3067	§	Case No: 17-50078-13
2035 Mustang Dr.		§	Date: 3/24/2017
Levelland, Texas 79336		§	Chapter 13
		§	
Carrie Riojas Mata	xxx-xx-1411		
2035 Mustang Dr.			
Levelland, Texas 79336			

Debtor(s)

DEBTOR'S(S') CHAPTER 13 PLAN
 (CONTAINING A MOTION FOR VALUATION)

DISCLOSURES

This *Plan* does not contain any nonstandard provision(s).
 This *Plan* does contain nonstandard provision(s).
 This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
 This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2016-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, Debtor(s) hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee*'s pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 10/1/16

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$410.00 per month, months 1 to 60.

For a total of \$24,600.00 (estimated "Base Amount").

First payment is due _____.

The applicable commitment period is 36 months.

Disposable Income calculated by Debtor(s) per § 1325(b)(2) is: \$0.00.

Debtor(s') equity in non-exempt property, as estimated by Debtor(s) per § 1325(a)(4) is: \$0.00.

The unsecured creditor's pool, as estimated by the Debtor(s), shall be no less than \$0.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2014-04 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The Debtor is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

DSO CLAIMANTS	SCHED. AMOUNT	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT \$ <u> </u> PER MO.
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C. **ATTORNEY FEES:** To Northern Legal, PC, total: \$3,700.00;
\$1,070.00 Pre-petition; \$2,630.00 disbursed by the *Trustee*.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
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Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas MataD.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST-PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS ____ TO ____)	TREATMENT
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E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS ____ TO ____)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS ____ TO ____)	TREATMENT Per Mo.
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Titlemax of Lubbock	\$11,003.00	5.25%	Month(s) 2-14	\$125.00
2008 Chevy Siverado		5.25%	Month(s) 15-60	\$243.00

B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Ditech	2035 Mustang Dr. Levelland, Texas	\$95,306.00

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT
IRS/Department of Treasury	\$5,500.00	Month(s) 15-60	\$121.00

I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT

JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
Ally Financial	\$0.00	
Amex	\$0.00	
Amex	\$0.00	
Capital One	\$0.00	
Capital One Auto Finance	\$0.00	
Chase Card	\$0.00	
Collectedch Diversified	\$136.00	
Comenity Bank / Bealls	\$194.00	
Costco Go Anywhere Citicard	\$1,108.00	
Covenant Health	\$51.84	
Fingerhut	\$297.00	
Ford Credit	\$0.00	
Midland Funding	\$1,449.00	
Montgomery Awards	\$902.70	
OneMain	\$1,984.00	
OneMain	\$7,808.00	

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata

Onemain Financial/Citifinancial	\$0.00
Onemain Financial/Citifinancial	\$0.00
Onemain Financial/Citifinancial	(\$1.00)
Real Time Resolutions	\$0.00
Retail Merchants Association	\$75.00
Santander Consumer USA	(\$1.00)
Santander Consumer USA	\$0.00
Springleaf Financial S	\$0.00
Synchrony Bank/American Care Credit	\$0.00
Synchrony Bank/Care Credit	\$0.00
Synchrony Bank/Care Credit	\$0.00
UMC Health System	\$520.00

TOTAL SCHEDULED UNSECURED: **\$14,523.54**The *Debtor's(s')* estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is **9%**.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS <u> </u> TO <u> </u>)	TREATMENT

SECTION II
DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 10/1/16

A. SUBMISSION OF DISPOSABLE INCOME:*Debtor(s)* hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The *Trustee*" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition Mortgage Arrearage shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition Mortgage Arrearage amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the AAPD.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor(s)*'s business affairs, assets or liabilities.

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 *Plan*, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st – Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this *Plan*.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

Van W. Northern, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

Van W. Northern, Debtor's(s') Counsel

15101100
State Bar Number

Northern Legal, PC
112 W. 8th Ave., Suite 508
Amarillo, Texas 79101

Bar Number: 15101100
Phone: (806) 374-2266

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION
Revised 10/1/2016

IN RE: Ruben Varela Mata
2035 Mustang Dr.
Levelland, Texas 79336

xxx-xx-3067 § CASE NO: 17-50078-13
§
§
§
§

Carrie Riojas Mata
2035 Mustang Dr.
Levelland, Texas 79336

xxx-xx-1411

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: 3/24/2017

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	\$410.00	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$40.50	\$41.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$33.60	\$0.00
Subtotal Expenses/Fees	\$79.10	\$41.00
Available for payment of statutory fees and charges. Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$330.90	\$369.00

SECURED CREDITORS (INCLUDING PRE-PETITION MORTGAGE ARREARS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Titlemax of Lubbock	2008 Chevy Siverado	\$11,003.00	\$10,000.00	1.25%	\$125.00
Total Adequate Protection Payments:					\$125.00

DOMESTIC SUPPORT OBLIGATION CREDITORS:

Name	Scheduled Amount	Adequate Protection Percentage	Adequate Protection Payment Amount
Total Adequate Protection Payments:			\$0.00

Case No: 17-50078-13

Debtor(s): Ruben Varela Mata
Carrie Riojas Mata

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Total Adequate Protection Payments:					\$0.00

SUMMARY OF PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee and Chapter 13 Trustee Percentage Fee):	
Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Secured Creditors @ min. of 1.25%	\$125.00
Adequate Protection to Domestic Support Obligations @ min. of 1.25%	\$0.00
Debtor's Attorney, pro rata:	\$205.90

Disbursements starting month 2 (after payment of Clerk's Filing Fee and Chapter 13 Trustee Percentage Fee):	
Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Secured Creditors @ min. of 1.25%	\$125.00
Adequate Protection to Domestic Support Obligations @ min. of 1.25%	\$0.00
Debtor's Attorney, pro rata:	\$244.00

DATED: _____

Attorney for Debtor(s)

Debtor: Ruben Varela Mata & Carrie Riojas Mata
Case no: 17-50078

NOTICE OF CONFIRMATION HEARING AND THE RIGHT TO OBJECT

Please take notice that a hearing on Amended Motion for Valuation of Security and Confirmation of Debtor's(s') Chapter 13 Plan has been set for June 22, 2017 at 9:00 a.m. in the Bankruptcy Courtroom, Room 314, Federal Building, 1205 Texas Avenue, Lubbock, Texas.

CREDITORS AND INTERESTED PARTIES HAVE NO LATER THAN SEVEN (7) DAYS PRIOR TO THE DATE OF THE TRUSTEE'S PRE-HEARING CONFERENCE TO FILE A WRITTEN OBJECTION TO THE DEBTOR'S PLAN AND ANY AMENDMENTS. WRITTEN OBJECTIONS MUST BE FILED WITH THE UNITED STATES BANKRUPTCY CLERK'S OFFICE, ROOM 306, FEDERAL BUILDING, 1205 TEXAS AVENUE, LUBBOCK, TEXAS 79401. A COPY OF SAID OBJECTION MUST BE SENT TO THE STANDING CHAPTER 13 TRUSTEE AND THE DEBTOR'S(S') ATTORNEY AT THE FOLLOWING ADDRESSES:

Robert B. Wilson
6308 Iola Avenue, Suite 100
Lubbock, Texas 79424
(806) 740-0114

Van W. Northern
112 W. 8th Ave, Suite 508
Amarillo, Texas 79101
(806) 374-2266

IN THE EVENT THAT THE TOTAL AMOUNT PAID TO GENERAL UNSECURED CREDITORS PROVIDES A REPAYMENT OF SEVENTY (70) PERCENT OR MORE OF TIMELY FILED CLAIMS AND IF NO WRITTEN OBJECTION IS FILED WITHIN SAID SEVEN (7) DAYS PRIOR TO THE DATE OF THE TRUSTEE'S PRE-HEARING CONFERENCE AND SERVED UPON ALL NECESSARY PARTIES SET FORTH ABOVE, THE COURT WILL BE REQUIRED TO CONFIRM THE DEBTOR'S(S') PLAN WITHOUT FURTHER NOTICE OR HEARING. IF THE PLAN IS LESS THAN SEVENTY (70) PERCENT, THEN THE DEBTORS AND THEIR ATTORNEY MUST ATTEND THE CONFIRMATION HEARING.

Date: April 7, 2017

/s/ Van W. Northern
Van W. Northern
Attorney for Debtor(s)

If any objection to Confirmation or an Objection to Valuation is filed, there will be a Pre-Hearing conference held by the Standing Chapter 13 Trustee on:

Date: June 15, 2017 @ 2:00 p.m.

Location:
Trustee's Office
6308 Iola Avenue, Suite 100
Lubbock, Texas

THE PRE-HEARING CONFERENCE MUST BE ATTENDED BY THE DEBTOR(S), DEBTOR'S(S') ATTORNEY, AND THE PARTY FILING THE OBJECTION TO CONFIRMATION OR OBJECTION TO VALUATION. CREDITORS FILING OBJECTIONS MUST HAVE REPRESENTATIVES IN ATTENDANCE WITH AUTHORITY TO SETTLE OBJECTIONS.

If a Pre-Hearing conference should be necessary, you must contact Kathy Westbrook at (806) 740-0114 to schedule your appointment.

UNITED STATES BANKRUPTCY C^{OURT}
 NORTHERN DISTRICT OF TEXAS
 LUBBOCK DIVISION

IN RE: Ruben Varela Mata
Debtor

CASE NO. 17-50078-13

Carrie Riojas Mata
Joint Debtor

CHAPTER 13

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on April 6, 2017, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

Van W. Northern
 Bar ID: 15101100
 Northern Legal, PC
 112 W. 8th Ave., Suite 508
 Amarillo, Texas 79101
 (806) 374-2266

Ally Financial xxxxxxxx1561 PO Box 380901 Bloomington, MN 55438	Capital One xxxxxxxxxxxx7715 Attn: General Correspondence/Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Comenity Bank / Bealls xxxxxxxxxxxx2404 Attn: Bankruptcy PO Box 182125 Columbus, OH 43218
Amex xxxxxxxxxxxx9443 Correspondence PO Box 981540 El Paso, TX 79998	Capital One Auto Finance xxxxxxxxxxxx1001 Attn: General Correspondence/Bankruptcy PO Box 30285 Salt Lake City, UT 84130	Comptroller of Public Accounts Taxation Division Bankruptcy P.O. Box 12548 Austin, TX 78711
Amex xxxxxxxxxxxx3383 Correspondence PO Box 981540 El Paso, TX 79998	Chase Card xxxxxxxxxxxx3983 Attn: Correspondence PO Box 15298 Wilmington, DE 19850	Costco Go Anywhere Citicard xxxxxxxxxxxx3326 Centralized Bk/Citicorp Credit Card Svcs PO Box 790040 St Louis, MO 63179
Attorney-In-Charge Office of the United States Attorney 500 S. Taylor, Lobby Box 238 Amarillo, TX 79101	Collectech Diversified xxxxxxxxxxxx4620 Attn Collections PO Box 12027 Lubbock, TX 79452	Covenant Health xxxxxxxx0081 1900 College Ave Levelland, Texas 79336

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

IN RE: Ruben Varela Mata

CASE NO. 17-50078-13

*Debtor*Carrie Riojas Mata

CHAPTER 13

Joint Debtor

CERTIFICATE OF SERVICE
(Continuation Sheet #1)

Ditech xxxxxx2729 Attn: Bankruptcy PO Box 6172 Rapid City, SD 57709	OneMain xxxxxxxxxxxx5101 Attn: Bankruptcy 601 NW 2nd St Evansville, IN 47708	Retail Merchants Association xxxxxx5-523 PO Box 2249 Lubbock, Texas 79408-2249
Fingerhut xxxxxxxxxxxx8408 6250 Ridgewood Rd St Cloud, MN 56303	OneMain xxxxxxxxxxxx3544 Attn: Bankruptcy 601 NW 2nd St Evansville, IN 47708	Robert B Wilson Standing Chapter 13 Trustee 6308 Iola Avenue, Suite 100 Lubbock, TX 79424
Ford Credit xxxxxxxxxxxx5952 National Bankruptcy Service Center PO Box 62180 Colorado Springs, CO 80962	Onemain Financial/Citifinancial xxxxxxxxxxxx6708 6801 Colwell Blvd NTSB-2320 Irving, TX 75039	Ruben Varela Mata 2035 Mustang Dr. Levelland, Texas 79336
Internal Revenue Service Special Procedures Branch Bankruptcy Section, Mail Code 5020- DAL 1100 Commerce Street DALLAS, TX 75242	Onemain Financial/Citifinancial xxxxxxxxxxxx0693 6801 Colwell Blvd NTSB-2320 Irving, TX 75039	Santander Consumer USA xxxxxx8001 Santander Consumer USA PO Box 961245 Fort Worth, TX 76161
IRS/Department of Treasury P.O. Box 7346 Philadelphia, PA 19101	Onemain Financial/Citifinancial xxxxxxxxxxxx5444 6801 Colwell Blvd NTSB-2320 Irving, TX 75039	Santander Consumer USA xxxxxxxxxxxxx1000 PO Box 961245 Ft Worth, TX 76161
Midland Funding xxxxxx2718 Attn: Bankruptcy PO Box 939069 San Diego, CA 92193	Perdue Brandon Fielder Collins Mott P.O. Box 817 Lubbock, TX 79408	Springleaf Financial S xxxxxxxxxxxx8749 7006 University Ave Lubbock, TX 79413
Montgomery Awards xxxxxxxx9290 1112 7th Ave Monroe, WI 533566-1364	Real Time Resolutions xxxxx6333 Attn: Bankruptcy PO Box 36655 Dallas, TX 75235	Synchrony Bank/American Care Credit xxxxxxxxxxxx5255 Attn: Bankruptcy PO Box 956060 Orlando, FL 32896

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

IN RE: Ruben Varela Mata

CASE NO. 17-50078-13

Debtor

Carrie Riojas Mata

CHAPTER 13

Joint Debtor

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Synchrony Bank/Care Credit

xxxxxxxxxxxx4316

Attn: Bankruptcy

PO Box 956060

Orlando, FL 32896

Synchrony Bank/Care Credit

xxxxxxxxxxxx2257

Attn: Bankruptcy

PO Box 956060

Orlando, FL 32896

Texas Workforce Commission

101 E. 15th Street

Austin, TX 78778

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Titlemax of Lubbock

2219 19th St

Lubbock, Texas 79401

U.S. Trustee

1100 Commerce St, Room 976

Dallas, TX 75242-1496

UMC Health System

xx4015

PO Box 5980

Lubbock, Texs 79408